

EXHIBIT D



January 3, 2008

VIA CERTIFIED MAIL AND FIRST CLASS MAIL (all addresses)

James Wolfgruber
Barbara Wolfgruber
J.R.W., Inc. d/b/a
Cottman Transmission Center
1410 West New Haven Avenue
Melbourne, FL 32904

James Wolfgruber
Barbara Wolfgruber
J.R.W., Inc.
1190 S. Wickham Road
W. Melbourne, FL 32904

James Wolfgruber
Barbara Wolfgruber
J.R.W., Inc. d/b/a
6576 35th Place
Vero Beach, FL 32966

**Re: Termination of License Agreement
Cottman Transmission Center
Melbourne, FL 32904**

Dear Mr. and Mrs. Wolfgruber:

This letter shall serve as formal notice of the termination of your License Agreement dated October 28, 2002, with Cottman Transmission Systems LLC. In a letter dated November 27, 2007, Cottman informed you that unless you cure the breaches outlined in that letter within ten (10) days, Cottman would exercise its right to terminate your License Agreement without further warning. Not only have you failed to cure your breaches as outlined in that letter, you have ceased reporting sales and paying all fees under the License Agreement all together.

Your attention is drawn to the provisions of Paragraphs 11, 18, 20 and 21 of the said License Agreement, for which you shall be held responsible and accountable. Further, you shall be held responsible and accountable for any and all expenses and liabilities related to transmission repair work and services performed at the Cottman Transmission Center, as well as all expenses and liabilities related to customer warranties extended by your Center.

In addition, the option granted to Cottman Transmission Systems, LLC, to purchase the physical assets of the Center, pursuant to Section 20(b) of the License Agreement is hereby exercised by Cottman, subject to your ability to pass clear title.

Moreover, this letter will serve as formal demand that you immediately pay to Cottman Transmission Systems, LLC all money due to Cottman as of this date. A full accounting, pursuant to Section 7(k) of the said License Agreement, shall be made to determine the actual sum of any further monies due, and shall include, without limitation, any further amounts due Cottman arising from any unreported gross sales accumulated by you during the course of your

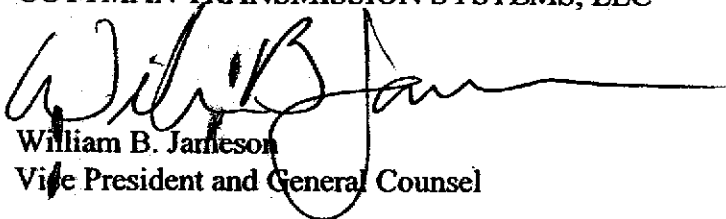
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Barbara Wolfsgruber
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operation of the Cottman Transmission Center.

Additionally, demand is hereby made that you return to Cottman all materials relating to Cottman which are in your possession including, but not limited to, all Cottman signs, posters, Repair Orders and Cottman's Operator's Manuals.

Finally, demand is made that you relinquish to Cottman all other materials relevant to your operation of the Center including, without limitation, those Repair Order copies and Weekly Business Reports due through that date.

Sincerely,
COTTMAN TRANSMISSION SYSTEMS, LLC



William B. Jameson
Vice President and General Counsel

cc: Todd Leff, James Gonica, Allen Sinclair, Steve Freeman